

**APPENDIX
PERFORMANCE MEASUREMENTS
(SOUTHWESTERN BELL TELEPHONE, L.P.
d/b/a SBC ARKANSAS, SBC KANSAS, SBC
MISSOURI, SBC OKLAHOMA AND/OR SBC
TEXAS
- COMMISSION ORDERED)**

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APPENDIX PERFORMANCE MEASUREMENTS

1. INTRODUCTION

- 1.1 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns the following ILECs: Illinois Bell Telephone Company d/b/a SBC Illinois, Indiana Bell Telephone Company Incorporated d/b/a SBC Indiana, Michigan Bell Telephone Company d/b/a SBC Michigan, Nevada Bell Telephone Company d/b/a SBC Nevada, The Ohio Bell Telephone Company d/b/a SBC Ohio, Pacific Bell Telephone Company d/b/a SBC California, The Southern New England Telephone Company, Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas and/or Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.2 **SBC SOUTHWEST REGION 5-STATE** - As used herein, **SBC SOUTHWEST REGION 5-STATE** means Southwestern Bell Telephone, L.P. d/b/a SBC Arkansas, SBC Kansas, SBC Missouri, SBC Oklahoma and/or SBC Texas the applicable above listed ILEC(s) doing business in Arkansas, Kansas, Missouri, Oklahoma, and Texas.
- 1.3 As used herein, the term “Service Bureau Provider” means a company which has been engaged by CLEC to act on behalf of the CLEC for purposes of accessing SBC-owned ILEC’s OSS application-to-application interfaces.
- 1.4 The performance measurements referenced herein, notwithstanding any provisions in any other appendix in this Agreement, are not intended to create, modify or otherwise affect parties’ rights and obligations. The existence of any particular performance measure, or the language describing that measure, is not evidence that CLEC is entitled to any particular manner of access, nor is it evidence that **SBC SOUTHWEST REGION 5-STATE** is limited to providing any particular manner of access. The parties’ rights and obligations to such access are defined elsewhere, including the relevant laws, FCC and PUC decisions/regulations, tariffs, and within this interconnection agreement.
- 1.5 Except as otherwise provided herein, the service performance measures most recently ordered by the state Commission that approved this Agreement under Section 252(e) of the Act (The Performance Measurements Plan) are incorporated herein. Any subsequently Commission-ordered additions, modifications and/or deletions to such plan and its supporting documents, shall be incorporated into this Agreement by reference and shall supersede and supplant all performance measurements previously agreed to by the parties.
- 1.6 **SBC SOUTHWEST REGION 5-STATE**’s agreement to implement this Performance Measures Plan will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. **SBC SOUTHWEST REGION 5-STATE** and CLEC agree that CLEC may not use the existence of this Plan as evidence that **SBC SOUTHWEST REGION 5-STATE** has discriminated in the provision of any facilities or services under Sections 251 or 252, or has violated any state or federal law or regulation. **SBC SOUTHWEST REGION 5-STATE**’s conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any CLEC accepting this performance plan agrees that **SBC SOUTHWEST REGION 5-STATE**’s performance with respect to this plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation.
- 1.7 Enforcement measures through liquidated damages for failure to meet certain performance measures, set referenced in this Attachment, are available via a stand alone Performance Remedy Plan.